



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**AMENDMENT OF OIL, GAS AND MINERAL LEASE**  
**AND MEMORANDUM OF OIL AND GAS LEASE**

STATE OF TEXAS        }

COUNTY OF TARRANT }

WHEREAS, **Delphine Price**, Lessor (whether one or more), heretofore executed an unrecorded Oil, Gas and Mineral Lease, dated February 14, 2007, to **Bagby Energy Holdings, LP**, Lessee, herein referred to as "The Lease" recorded by Memorandum of Oil and Gas Lease at Clerk Document No. D207136043, Official Public Records of Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas, to wit:

Being Lot 1 of the Allen Addition, an Addition to the City of Mansfield, Tarrant County, Texas, according to the Boundary Line Agreement, dated December 24, 2003, between Anthony Ballio and wife Janette Fulton Ballio and Delphine Price, recorded as Document Number D201193741 Official Public Records of Tarrant County, Texas.

AND WHEREAS, said description is incomplete and indefinite as to legal description, and the lands intended to be covered are more accurately described as follows:

Being all of Lot 1 and a portion of Lot 2, Allen Addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 388-183, Page 73 of the Plat Records of Tarrant County, Texas, said land being shown on the plat attached as Exhibit A to that certain Boundary Line Agreement dated December 24, 2003, recorded under Instrument No. D204059058 in the Official Public Records of Tarrant County, Texas, by and among Anthony T. Ballio and Janette Fulton Ballio and Delphine Price, said land being described by metes and bounds as follows:

BEGINNING at an iron rod in the northwesterly line of Nelson-Wyatt Road (County Road No. 3147) said point being North 59° 21' East 189.97 feet along the northwesterly line of Nelson-Wyatt Road from the northwesterly right-of-way line of Mansfield Highway (Spur 496);

THENCE North 27° 40' 49" West 161.50 feet;

THENCE North 59° 54' 33" East 79.31 feet;

THENCE South 27° 20' 48" East 161.64 feet;

THENCE South 59° 59' 07" West 78.37 feet to the Place of Beginning, containing .292 acres of land, more or less.

WHEREAS the lease And all rights and privileges thereunder, are now owned and held by **XTO Energy Inc.**, a Delaware corporation (hereinafter referred to as "Lessee").

WHEREAS Paragraph 4 of The Lease provides that ..."units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of ten percent (10%) thereof"...

AND WHEREAS, Paragraph 6 A. of The Lease provides that ..."160 acres plus a tolerance of ten percent (10%) for each gas well"...

NOW THEREFORE, Notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend Paragraph 4 and Paragraph 6 A of The Lease to allow for 320 acres plus a tolerance of ten percent (10%).

AND, for the consideration received by Lessors on executing The Lease, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed by the undersigned Lessors on the respective date of acknowledgment below, but is effective as of the date of February 14, 2007, date of "The Lease".

LESSORS:

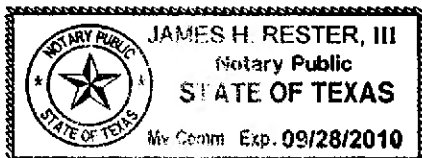
Delphine Price  
Delphine Price

Address: 808 Little School Road  
Kennedale, Texas 76060

**ACKNOWLEDGMENT**

STATE OF TEXAS       }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 3<sup>rd</sup> day of December, 2008 by Delphine Price.



James H. Rester III  
Notary Public, State of Texas

Return to: Bryson G. Kuba  
6127 Green Jacket Dr.  
Apt. # 1136  
Fort Worth, TX 76137